

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. Contract ID Code Firm-Fixed-Price		Page 1 Of 5	
2. Amendment/Modification No. P00001		3. Effective Date 2004JUN03		4. Requisition/Purchase Req No. SEE SCHEDULE		5. Project No. (If applicable)	
6. Issued By TACOM WARREN BLDG 231 AMSTA-AQ-AHPC JEFF SIMONIS (586)574-3952 WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL EMAIL: SIMONISJ@TACOM.ARMY.MIL		Code W56HZV		7. Administered By (If other than Item 6) DCMA DETROIT U.S. ARMY TANK & AUTOMOTIVE COMMAND (TACOM) ATTN: DCMAE-GJD WARREN, MI 48397-5000		Code S2305A	
				SCD B PAS NONE ADP PT HQ0337			
8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) GENERAL DYNAMICS LAND SYSTEMS MUSKEGON 76 GETTY STREET MUSKEGON, MI. 49442-1238 TYPE BUSINESS: Large Business Performing in U.S.				<input type="checkbox"/>		9A. Amendment Of Solicitation No.	
				<input type="checkbox"/>		9B. Dated (See Item 11)	
				<input checked="" type="checkbox"/>		10A. Modification Of Contract/Order No. DAAE07-03-D-N107	
				<input type="checkbox"/>		10B. Dated (See Item 13) 2003OCT06	
Code 02978		Facility Code					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendments: (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. Accounting And Appropriation Data (If required) NO CHANGE TO OBLIGATION DATA							
13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS							
KIND MOD CODE: G It Modifies The Contract/Order No. As Described In Item 14.							
<input type="checkbox"/>		A. This Change Order is Issued Pursuant To: The Contract/Order No. In Item 10A.			The Changes Set Forth In Item 14 Are Made In		
<input type="checkbox"/>		B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).					
<input checked="" type="checkbox"/>		C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of: Mutual Agreement of the Parties					
<input type="checkbox"/>		D. Other (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return _____ copies to the Issuing Office.							
14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) SEE SECOND PAGE FOR DESCRIPTION							
Contract Expiration Date: 2007OCT10							
Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. Name And Title Of Signer (Type or print)				16A. Name And Title Of Contracting Officer (Type or print) ELLEN DENNIS DENNISE@TACOM.ARMY.MIL (586)574-8056			
15B. Contractor/Offeror _____ (Signature of person authorized to sign)		15C. Date Signed		16B. United States Of America By _____/SIGNED/ (Signature of Contracting Officer)		16C. Date Signed 2004JUN03	
NSN 7540-01-152-8070 PREVIOUS EDITIONS UNUSABLE				30-105-02		STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243	

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SECTION A - SUPPLEMENTAL INFORMATION

DAAE07-03-D-N107, Modification P00001

The purpose of this modification is to incorporate the agreed to, NON-CONFORMING REVIEW AND DISPOSITION clause into this contract. This modification's changes shall apply to all delivery orders already issued prior to this modification's signature and shall apply to all future delivery orders placed against this contract.

The following changes have been made to this contract:

1. Section E clause, E.7, INTERIM CLAUSE FOR NON-CONFORMING REVIEW AND DISPOSITION AND REDUCED PROGRESS PAYMENT RATE, has been deleted from this contract. In addition, this clause has been deleted from Section A clause, 52.204-4850, ACCEPTANCE APPENDIX.
2. Section E clause, E.7, NON-CONFORMING REVIEW AND DISPOSITION, has been added to this contract. In addition, this clause has been added to Section A clause, 52.204-4850, ACCEPTANCE APPENDIX.
3. Section H clause, FAR 52.232-16, PROGRESS PAYMENTS, at Paragraphs (a)(1), (a)(6), and (b), the progress payment rate is changed to 80%. In addition, this change has been updated in Section A clause, 52.204-4850, ACCEPTANCE APPENDIX.

All other terms and conditions remain unchanged

*** END OF NARRATIVE A 002 ***

Status	Regulatory Cite	Title	Date
A-1 CHANGED	52.204-4850 (TACOM)	ACCEPTANCE APPENDIX	FEB/2002
020b06040202020204			
(a) Contract Number DAAE07-03-D-N107 is awarded to General Dynamics Land Systems Muskegon.			
(b) The contractor, in it's proposal, provided the following data for the listed clauses in this contract:			
Section E, 52.246-4025, HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT -- TACOM QUALITY SYSTEM REQUIREMENT: ISO 9001:2000.			
Section E, 52.246-4028, INSPECTION POINT: GDLS, 76 Getty Street, Muskegon, MI 49442			
Section F, 52.242-4457, DELIVERY SCHEDULE FOR DELIVERY ORDERS, GDLS will deliver a minimum quantity of 10 units per month, up to a maximum quantity of 35 units per month, beginning 315 days after award date. However, see Paragraph (e) below regarding expedited delivery.			
(c) The following clause changes are incorporated into the contract IAW negotiated agreement:			
Section E, Solicitation Provision E.7 INTERIM CLAUSE FOR NON-CONFORMING MATERIAL REVIEW AND DISPOSITION, is deleted and replaced by:			
E.7 NON-CONFORMING REVIEW AND DISPOSITION:			
E.7.1 Material Review Board (MRB)			
E.7.1.1 MRB authority is granted to the contractor based on internal ISO 9002 compliant procedures that define the Corrective Action and Disposition System for Nonconforming Material. The following conditions and limitations apply.			
E.7.1.2 The contractor is authorized to perform material review actions on minor nonconforming product (Use As Is (UAI), and repair). The contractor shall have corrective action and disposition authority for all minor nonconformances found during the assembly, subassembly, and test activity, that does not affect unit performance/function, interface, or safety.			
E.7.1.3 The contractor shall use only previously approved UDLP or U.S. Government standard repair procedures. A standard repair procedure may be submitted to the U.S. Government for review and approval. The standard repair procedure shall be utilized to identify typical manufacturing processing deficiencies, the repair methods, and procedures to correct each deficiency type. The use of standard repairs shall not preclude the contractor from performing corrective action to eliminate the standard repair usage. The repair procedure must include instructions for reprocessing material after completion of repairs, specifying all required contract inspection activities. Upon approval, the standard repair procedure may be used during minor MRB actions performed by the contractor and does not require U.S. Government approval each time it is applied.			
E.7.1.4 All nonconforming material that may affect unit performance, interchangeability, reliability, maintainability, or health/safety,			

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shall be considered a major discrepancy. A major waiver or deviation shall be submitted to the Government for review and approval prior to the nonconformance disposition. The non-conformance submittal to the Government shall be accompanied by the contractor's written engineering analysis and recommended disposition.

E.7.1.5 The contractor shall provide to the Government a quarterly analysis for all MRB actions performed on Government products. The analysis shall include nonconformance quantities, types, and recurrence trends for all MRB actions including standard repairs. The contractor shall make every effort to reduce recurring deficiencies where standard repairs are being utilized. If the use of a standard repair is considered repetitive, the contractor shall implement positive corrective action to eliminate occurrence. All material review board documentation shall be maintained at the contractor's facilities and be made available for review upon request.

(end of clause)

Section H, EQUITABLE ADJUSTMENT FOR BREAK IN PRODUCTION, is incorporated into the contract.

Section H, FAR 52.232-16, PROGRESS PAYMENTS, at Paragraphs (a)(1), (a)(6), and (b), the progress payment rate is changed to 80%.

Section I, DFARS 252.243-7002, REQUESTS FOR EQUITABLE ADJUSTMENT, is incorporated into the contract.

(d) General Dynamics Subcontracting Plan, dated 2 Oct 02, supplement to the Master Subcontracting Plan approved 28 Mar 02 for the period 1 Apr 02-31 Mar 05, is accepted and incorporated by reference.

(e) EXPEDITED DELIVERY: The unit price for delivery orders placed in the first contract year requiring expedited delivery is:

Quantity Range	Unit Price
25-100	\$8,649.53
101-200	\$8,277.88
201-300	\$8,040.88
301-500	\$8,041.71

This price premium is paid for delivery of 35 units per month beginning 270 days after award. For any month when this schedule is not met, the unit price shall be the same as set forth in the schedule for CLIN 0011.

(f) Rent-free use, on a noninterference basis, of Government owned equipment is authorized for production of the end items under this contract.

(g) Any attachments not included with this document will be provided by TACOM-Warren directly to the administrative contracting officer (ACO) via e-mail. A hard copy of the award will be sent to those ACOs not EDW (Electronic Document Workflow) capable. Technical data packages will be mailed by TACOM-Warren to the ACO on CD-ROM. Within one week of this award, any office not able to obtain these attachments from TACOM's website (<http://contracting.tacom.army.mil/>) and still requiring a copy, can request it by sending an e-mail message to the buyer listed on the front page of this contract.

(h) The following Amendment(s) to the solicitation are incorporated into this contract: 0001.

[End of Clause]

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SECTION E - INSPECTION AND ACCEPTANCE
020b06040202020204

E.7 NON-CONFORMING REVIEW AND DISPOSITION:

E.7.1 Material Review Board (MRB)

E.7.1.1 MRB authority is granted to the contractor based on internal ISO 9002 compliant procedures that define the Corrective Action and Disposition System for Nonconforming Material. The following conditions and limitations apply.

E.7.1.2 The contractor is authorized to perform material review actions on minor nonconforming product (Use As Is (UAI), and repair). The contractor shall have corrective action and disposition authority for all minor nonconformances found during the assembly, subassembly, and test activity, that does not affect unit performance/function, interface, or safety.

E.7.1.3 The contractor shall use only previously approved UDLP or U.S. Government standard repair procedures. A standard repair procedure may be submitted to the U.S. Government for review and approval. The standard repair procedure shall be utilized to identify typical manufacturing processing deficiencies, the repair methods, and procedures to correct each deficiency type. The use of standard repairs shall not preclude the contractor from performing corrective action to eliminate the standard repair usage. The repair procedure must include instructions for reprocessing material after completion of repairs, specifying all required contract inspection activities. Upon approval, the standard repair procedure may be used during minor MRB actions performed by the contractor and does not require U.S. Government approval each time it is applied.

E.7.1.4 All nonconforming material that may affect unit performance, interchangeability, reliability, maintainability, or health/safety, shall be considered a major discrepancy. A major waiver or deviation shall be submitted to the Government for review and approval prior to the nonconformance disposition. The non-conformance submittal to the Government shall be accompanied by the contractor's written engineering analysis and recommended disposition.

E.7.1.5 The contractor shall provide to the Government a quarterly analysis for all MRB actions performed on Government products. The analysis shall include nonconformance quantities, types, and recurrence trends for all MRB actions including standard repairs. The contractor shall make every effort to reduce recurring deficiencies where standard repairs are being utilized. If the use of a standard repair is considered repetitive, the contractor shall implement positive corrective action to eliminate occurrence. All material review board documentation shall be maintained at the contractor's facilities and be made available for review upon request.

*** END OF NARRATIVE E 001 ***

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SECTION H - SPECIAL CONTRACT REQUIREMENTS

SECTION H - CLAUSE CHANGE:

FAR 52.232-16, Progress Payments is changed to indicate that the effective progress payment rate is 80% for this contract.

*** END OF NARRATIVE H 002 ***